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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

_____)	
In re)	Chapter 11 Case
)	
DELPHI CORPORATION, <i>et al.</i>)	No. 05-44481
)	
Debtors.)	(Jointly Administered)
_____)	

**CONDITIONAL WITHDRAWAL OF AMENDED AND RESTATED
OBJECTION OF AUTOCAM CORPORATION TO PROPOSED
ASSIGNMENT OF EXECUTORY CONTRACTS TO THIRD PARTIES**

Autocam Corporation and its various affiliates (collectively, “Autocam”), by and through its undersigned counsel, for its Withdrawal of Autocam’s Amended and Restated Objection of Autocam Corporation to Proposed Assignment of Executory Contracts to Third Parties (the “Objection”), which Objection is dated July 31, 2009 (Docket No. 18711), states as follows:

1. Autocam is the non-debtor counterparty to several contracts and purchase orders issued thereunder with certain of the Chapter 11 debtors (collectively, Delphi”).
2. On or about July 28, 2009, Delphi filed and served in these Chapter 11 cases a certain “Notice of Filing of Notice of Assumption and Assignment With Respect to Certain Executory Contracts or Unexpired Leases to be Assumed and Assigned to DIP Holdco 3, LLC Under Modified Plan of Reorganization” (the “Assignment Notice”).

3. The Assignment Notice specifically listed two prepetition purchase orders issued by Delphi to Autocam, but failed to mention any other outstanding purchase orders or long-term contracts between Delphi and Autocam.

4. Delphi subsequently advised Autocam that it intended to assign these purchase orders, other purchase orders, as well as other contracts ultimately to GM Components Holdings, LLC (“GM Components”), identified as an affiliate of General Motors Corporation. The first assignee in this chain would be DIP Holdco 3, LLC, which would then subsequently assign these contracts and purchase orders to GM Components.

5. Since July 31, 2009, Autocam, Delphi, and GM Components have conducted settlement negotiations in an effort to resolve this dispute over the proposed assignments. On September 17, 2009, these parties executed a certain settlement agreement (the “Settlement Agreement”), pursuant to which all contracts and purchase orders between Autocam and Delphi would be assigned to GM Components as of the Effective Date of Delphi’s modified Chapter 11 plan that was approved by this Court on July 30, 2009, and that, upon such assignment, the contracts would be immediately and automatically modified pursuant to the terms of the Settlement Agreement.

6. The Settlement Agreement provides, *inter alia*, that upon the execution of that document, Autocam will file “. . . a notice with the Bankruptcy Court withdrawing the objection which withdrawal will be effective only insofar as the assignment is made to Components alone. In the event that Delphi attempts to assign any of the Autocam/Delphi Contracts to any entity other than Components in the absence of Autocam’s prior written consent, then this letter agreement shall be void and of no further force and effect and the pending objection of Autocam to the proposed assignment shall remain and continue.” (Settlement Agreement, Paragraph 14).

7. Consistent with the provisions of Paragraph 14 of the Settlement Agreement, Autocam hereby withdraws the Objection, but only insofar as the assignment of these contracts is actually made to Components. In all other situations, Autocam does not withdraw the Objection and the Objection remains of record.

Dated: September 22, 2009
Grand Rapids, Michigan

BARNES & THORNBURG LLP
Counsel to Autocam Corporation

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